

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ON THE MOVE, INC.,	:
	:
Plaintiff,	: 08 Civ. 2533 (DAB) (JCF)
	:
v.	: <b>EX PARTE ORDER OF</b>
	: <b>SEIZURE AND TEMPORARY</b>
TRUCKNOLOGY, INC. A/K/A THE BRONX TRUCK	: <b>RESTRAINING ORDER</b>
RENTAL CORP and EUGENE GREENBAUM,	:
	:
Defendants.	:
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Upon the annexed Affidavit of Mark A. Ulfig ("Ulfig Affidavit"), President and Chief Executive Officer of plaintiff On The Move, Inc. ("Plaintiff"), sworn to April 7, 2008, and upon all the exhibits annexed thereto, including the Summons and Complaint, and the accompanying Memorandum of Law in Support of Plaintiff's Motion for an Order of Seizure and Temporary Restraining Order (the "Papers"), all in support of Plaintiff's motion pursuant to N.Y. CPLR § 7102 for an *ex parte* order of seizure, it is hereby,

**ORDERED** that it appears from the Papers that Plaintiff is entitled to possession of the chattel, that is the trucks (the "Property") described in the Ulfig Affidavit, including as specifically described in Exhibit A thereto, that the Trucks are being wrongfully withheld by defendants Trucknology, Inc. and Eugene Greenbaum (collectively, "Defendants"), and that unless such Order is granted *ex parte* the Property may become unavailable for seizure by reason of being transferred, concealed, disposed of, or removed from the State of New York or will become substantially impaired in value, and upon the condition that the Plaintiff file an undertaking with the Court in the amount of \$ \_\_\_\_\_ (that is, twice the amount of the value of the Trucks as set forth in the Ulfig Affidavit), in substantially the form annexed to the Ulfig Affidavit as Exhibit B, and it is further

**ORDERED** that Plaintiff, on whose behalf the Court issues this Order, is authorized under the supervision and with the assistance of the United States Marshal for the Southern District of New York (the “U.S. Marshall”), to take all necessary steps to secure and remove the following property: 49 trucks, that is, the Property, as set out on the schedule of inventory immediately annexed hereto, located at 1130 and/or 1130-D Zerega Avenue, Bronx, New York 10462 (the “Premises”), and 137 Saw Mill River Road, Yonkers, New York 10701 (the “Yonkers Premises”), including breaking open, entering and searching for the Property and placing it with an appropriate storage facility, and it is further

**ORDERED** that anyone interfering with the execution of this Order is subject to arrest by the U.S. Marshal and/or his or her representative, and it is further

**ORDERED** that Plaintiff, on whose behalf the Court issues this Order, will account completely for all Property seized pursuant to this Order and shall compile a written inventory of all such Property and shall provide a copy to the U.S. Marshal, who shall include such a copy with his return to the Court, and it is further

**ORDERED** that Plaintiff, on whose behalf the Court issues this Order, will act as substitute custodian of any and all Property seized pursuant to this Order and shall hold harmless the U.S. Marshals Service and its employees from any and all claims, asserted in any court or tribunal, arising from any acts, incidents, or occurrences in connection with the seizure and possession of the Property, including any third-party claims, and it is further

**ORDERED** that the U.S. Marshall is directed to serve the person or entity from whose possession the Property is seized and Defendants with a certified copy of this Order along with the Papers upon which it is granted, that is the Summons and Complaint, Ulfīg Affidavit and the undertaking, in the same manner as a summons and complaint, and it is further

**ORDERED** that pending a final determination of this motion, Defendants, their members, officers, employees, servants, agents, attorneys, affiliates, subsidiaries, and all other persons acting on behalf of or in concert with Defendants, are enjoined and restrained from operating, concealing, parting with, disposing of or transferring the Property, and it is further

**ORDERED** that pursuant to N.Y. CPLR § 7102(d)(4), Plaintiff shall move to confirm this Order within 5 days of the seizure of the Property, and the motion to confirm, along with the papers upon which the Order is based, must be served by first class mail and electronic mail upon Defendants, which shall be deemed good and sufficient service.

**THE CAPTIONED MATTER IS BROUGHT TO SEIZE AND RECOVER THE  
CHATELS DESCRIBED ABOVE**

SO ORDERED:

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U.S.D.J.

[2816]



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A	B	C	D	E	F	G	H
FILE#	Lease Agreement	VIN Number	Vehicle Description	Model Year	Vehicle Make	Vehicle Model	Residual Value
2624		3FDNF85242MA10317	02 FORD F-650 DIESEL 26' ABC W	2002	FORD	F-650	\$10,929.00
2791		1FDWE35L93HA15016	03 FORD E-350 14' AEROCELL	2003	FORD	E-350	\$6,750.00
2824	files under one	1FDWE35L23HA75185	03 FORD E-350 14' AEROCELL	2003	FORD	E-350	\$6,750.00
2827	lease agreement	1FDWE35L83HA15055	03 FORD E-350 14' AEROCELL	2003	FORD	E-350	\$6,750.00
3235		1FDSE35L63HB77202	03 FORD E-350 12' SRW	2003	FORD	E-350	\$6,650.00
3876		1FTRE14292HA42892	02 FORD E-150 CARGOVAN	2002	FORD	E-150	\$4,285.00
3879		1FDWE35L24HA69727	04 FORD E-350	2004	FORD	E-350	\$6,750.00
4054	files under one	1FDXE45S94HA27546	04 FORD E-450 16' ROCKPORT W/LIFT	2004	FORD	E-450	\$7,100.00
4055	lease agreement	1FDXE45S64HA27542	04 FORD E-450 16' ROCKPORT W/LIFT	2004	FORD	E-450	\$7,100.00
4328		1FTSW21575EA48019	05 FORD F-250 SNOW PLOW	2005	FORD	F-250	\$8,200.00
4687	files under one	5PVNE8JT052S11693	05 HINO NE8JT 24' SUPREME	2005	HINO	NE8JT	\$13,500.00
4688	lease agreement	5PVNE8JT552S11656	05 HINO NE8HT 24' SUPREME	2005	HINO	NE8JT	\$13,500.00
4702	files under one	2FZACFCT15aU95893	05 STERLING ACTERRA 24' MORGAN	2005	STERLING	ACTERRA	\$13,700.00
4703	lease agreement	2FZACFCT55aU95900	05 STERLING ACTERRA 24' MORGAN	2005	STERLING	ACTERRA	\$13,700.00
4714		JHBNA6JK351S10123	05 HINO NA145 16' MORGAN	2005	HINO	NA145	\$9,400.00
4736		JHBN66JM351S10148	BODIES	2005	HINO	NC185	\$10,800.00
4875	files under one	5PVNE8JT062S12036	SUPREME W/LIFTGATE	2006	TOYOTA	NE268T HINO	\$13,700.00
	lease agreement						
4877		5PVNE8JT462S12041	SUPREME W/LIFTGATE	2006	TOYOTA	NE268T HINO	\$13,700.00
4878		5PVNE8JT662S11991	SUPREME W/LIFTGATE	2006	TOYOTA	NE268T HINO	\$13,700.00
4888		1FBSS31L46HA05195	06 FORD E-350 WAGON	2006	FORD	E-350	\$6,450.00
4889		1FBSS31L76HA33203	06 FORD E-350 VAN	2006	FORD	E-350	\$6,550.00
4894	files under one	1GNEK13Z05J223535	05 CHEVROLET TAHOE	2005	CHEVROLET	TAHOE	\$7,988.00
4895	lease agreement	1GNEK13Z65J224334	05 CHEVROLET TAHOE	2005	CHEVROLET	TAHOE	\$7,988.00
4896		1GNDT13S452382922	05 CHEVROLET TRAILBLAZER	2005	CHEVROLET	TRAILBLAZER	\$6,015.00
4898	files under one	2CNDL23F356206542	05 CHEVROLET EQUINOX	2005	CHEVROLET	EQUINOX	\$5,320.00
4899	lease agreement	2CNDL23F356207173	05 CHEVROLET EQUINOX	2005	CHEVROLET	EQUINOX	\$5,320.00
4975		5PVNE8JT762S12034	06 HINO 268 24' SUPREME	2006	HINO	268	\$13,700.00



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A	B	C	D	E	F	G	H
4997	files under one lease agreement	1FDWE35L45HBA8821	05 FORD E-350 14' AEROCELL	2005	FORD	E-350	\$6,800.00
4999		1FDWE35L15HBA4161	05 FORD E-350 14' AEROCELL	2005	FORD	E-350	\$6,800.00
5002		1FDWE35L56HA32559	06 FORD E-350 14' AEROCELL	2006	FORD	E-350	\$6,800.00
5003		1FDWE35L16HA32560	06 FORD E-350 14' AEROCELL	2006	FORD	E-350	\$6,800.00
5004		1FDWE35L36HA32561	06 FORD E-350 14' AEROCELL	2006	FORD	E-350	\$6,800.00
5005		1FDWE35L56HA32562	06 FORD E-350 14' AEROCELL	2006	FORD	E-350	\$6,800.00
5012	files under one lease agreement	1FDSE35L76HA76402	06 FORD E-350 12' AEROCELL SRW	2006	FORD	E-350	\$6,550.00
5013		1FDSE35L96HA76403	06 FORD E-350 12' AEROCELL SRW	2006	FORD	E-350	\$6,550.00
5058		5PVNE8JT962512049	06 HINO 268 24' SUPREME	2006	HINO	268	\$13,700.00
5186		1FDSE35LX6HB14446	06 FORD E-350 12' UNICELL SRW	2006	FORD	E-350	\$6,550.00
6030	files under one lease agreement	5PVDND8JT962S10336	06 HINO 238 20' KIDRON	2006	HINO	238	\$12,990.00
6031		5PVDND8JT362S10395	06 HINO 238 20' KIDRON	2006	HINO	238	\$12,990.00
6032		5PVDNE8JV562S50086	06 HINO 268 26' KIDRON	2006	HINO	268	\$14,500.00
6043		1FDXE45S15HA45695	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00
6044	files under one lease agreement	1FDXE45S85HA31891	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00
6045		1FDXE45S65HA31906	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00
6046		1FDXE45S05HA45705	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00
6047		1FDXE45SSX5A31911	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00
6048		1FDXE45T75HA45684	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00
6049		1FDXE45S45HA45707	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00
6050		1FDXE45S35HA31913	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00
6051		1FDXE45SX5HA31889	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00
49 Vehicles		Total	\$427,525.00				